

Southern Pacific Transportation Company

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JUN 13 1984 - 2 15 PM
June 12, 1984

INTERSTATE COMMERCE COMMISSION

4-165A121

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
January 1, 1969, among Southern Pacific
Company, First Pennsylvania Bank, N.A.,
and General Motors Corporation (Electro-
Motive Division) -- Declaration of Full
Payment

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) fully executed counterparts of Declaration of Full Payment dated as of May 15, 1984, between Southern Pacific Transportation Company, as successor by merger to former Southern Pacific Company, and First Pennsylvania Bank, N.A., for the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of January 1, 1969, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Temporary Agreement of Conditional Sale dated as of January 1, 1969, among Southern Pacific Company, First Pennsylvania Bank, N.A., and General Motors Corporation (Electro-Motive Division), recorded on January 30, 1969, at 11:00 AM, assigned Recordation No. 6050;

Agreement of Conditional Sale dated as of January 1, 1969, recorded on February 5, 1969, at 1:45 PM, assigned Recordation No. 6050-A;

Mr. James H. Bayne
Page Two
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Agreement and Assignment dated as of November 26, 1969, recorded on December 22, 1969, at 11:05 AM, assigned Recordation No. 6050-B;

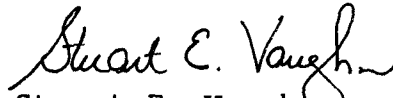
First Supplemental Agreement dated as of February 12, 1982, recorded on March 3, 1982, at 1:25 PM, assigned Recordation No. 6050-C;

Second Supplemental Agreement dated as of November 15, 1983, recorded on December 6, 1983, at 2:40 PM, assigned Recordation No. 6050-D; and

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1983, recorded on January 9, 1984, at 3:00 PM, assigned Recordation No. 6050-E.

When the recording of the Declaration of Full Payment has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return three (3) counterparts to her.

Very truly yours,


Stuart E. Vaughn

Enclosures

cc: Mr. D. A. Smith
(Attn: Mr. L. S. Vollmer)
Mr. E. L. Johnson
(Attn: Mr. G. J. Reilly
Mr. S. Jackovich)

6054-B
RECORDATION NO. • Filed & Recorded

FEB 24 1969 -12 30 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT

Dated as of January 15, 1969

Amending

CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1968

among

RYDAL EQUIPMENT CO.

C.I.T. CORPORATION

and

READING COMPANY

AGREEMENT, dated as of January 15, 1969, among RYDAL EQUIPMENT CO. (hereinafter called the Manufacturer), C.I.T. CORPORATION (hereinafter called the Company) and READING COMPANY (hereinafter called the Guarantor).

WHEREAS the Manufacturer, the Company and the Guarantor have entered into a Conditional Sale Agreement dated as of December 1, 1968 (hereinafter called the Conditional Sale Agreement), pursuant to which the Manufacturer has agreed to construct, sell and deliver to the Company, and the Company has agreed to purchase, the railroad equipment described in Annex B to the Conditional Sale Agreement;

WHEREAS the Conditional Sale Agreement was originally recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on January 3, 1969, and was assigned recordation number 6054-A; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement as set forth below;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein-after set forth, it is agreed by the parties hereto that:

1. The seventh line of the third paragraph of Article 2 of the Conditional Sale Agreement is hereby amended

to read as follows:

"used in this Agreement. In the event of any such exclusion.

2. The sixth paragraph of Article 3 of the Conditional Sale Agreement is hereby amended by deleting the percentage $8\frac{3}{4}$ and inserting in lieu thereof the percentage 9.

3. The first paragraph of Article 5 of the Conditional Sale Agreement is hereby amended by deleting the words "March 1 or September 1, whichever is the earlier" and inserting in lieu thereof the words "semi-annual interest payment date".

4. Article 17 of the Conditional Sale Agreement is hereby amended by substituting "at the rate of 9%" for "at the rate $8\frac{1}{2}$ " in the penultimate line of page 24 of the Conditional Sale Agreement.

5. The Company and the Guarantor will promptly cause this Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and this Agreement shall become effective upon such filing and recording.

6. Except as amended and supplemented hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused

this Agreement to be duly executed as of the date first above written.

APPROVED
AS TO FORM

RYDAL EQUIPMENT CO.,

by

T. H. Ramsey

Vice President

[Corporate Seal]

Attest:

Arnold

Secretary

C.I.T. CORPORATION,

by

[Signature]

Vice President

[Corporate Seal]

Attest:

Jack Heinison

Assistant Secretary

APPROVED
AS TO FORM

READING COMPANY,

by

J. Richard Tomlinson

Vice President

[Corporate Seal]

Attest:

Arnold

Secretary

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 3 day of February 1969, before me personally appeared E. J. Crum, Jr., to me personally known, who, being by me duly sworn, says that he is a Vice President of C.I.T. CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alma Seim

[Notarial Seal]

Notary Public

My Commission Expires ALMA SEIM
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Kings Co. No. 24-8911900
Term Expires March 30, 1970

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this 10th day of February 1969, before me personally appeared J. Richard Tomlinson, to me personally known, who, being by me duly sworn, says that he is a Vice President of READING COMPANY, that one of the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard H. Williams

[Notarial Seal]

Notary Public

My Commission Expires

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires January 17, 1970

COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF PHILADELPHIA,) ss.:

On this 10th day of February 1969, before me personally appeared T. H. Ramsey, to me personally known, who, being by me duly sworn, says that he is a Vice President of RYDAL EQUIPMENT CO., that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission Expires

Arthur Williams
Notary Public

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires January 17, 1970

